

PARTICIPATION AGREEMENT

SECTION 1 – NATURE, LEGAL CHARACTER AND REGULATORY CLASSIFICATION OF THE EVENT

The Event is a privately organized commercial event conceived and operated by Checkered Car Club Limited. The Organizer may collaborate with or receive support, sponsorship, or facilitation from governmental or regulatory authorities, including but not limited to agencies of the Government of Lagos State.

Any such collaboration, support, sponsorship, or facilitation shall not be construed as transferring operational control of the Event to any governmental authority nor creating any partnership, joint venture, agency, or legal responsibility on the part of such governmental bodies for the organization, management, or outcomes of the Event.

The Participant acknowledges and agrees that:

- The Event is not a public festival;
- The Event is not an open-access public gathering;
- The Event is not a mass public demonstration;
- The Event is not a community road rally open to unrestricted participation.

Participation is strictly limited to individuals or entities that:

- Complete registration;
- Submit required documentation;
- Pay applicable Participation Fees;
- Receive written approval from the Organizer.

Approval remains discretionary and may be granted, withheld, or withdrawn at any time prior to or during the Event.

1.2 Regulatory Classification and Non-Competitive Status

The Event shall at no time be interpreted, represented, or conducted as:

- A motor race;
- A timed speed competition;
- A rally event;
- A drag race;
- A drifting competition;

- A stunt exhibition;
- A motorsport event requiring sanction from any sporting federation.

The operational speed restrictions and convoy discipline mechanisms are intentionally implemented to ensure regulatory classification as a controlled procession rather than a competitive sporting activity.

Any attempt by a Participant to convert the Event into competitive conduct, racing behaviour, or speed demonstration shall constitute a material breach of this Agreement and may result in immediate removal without refund.

1.3 Speed Regulation and Operational Control

The designated operational speed for the convoy shall be strictly controlled within a range of approximately 5 km/h to 10 km/h unless otherwise directed by:

- Authorized Event Marshals;
- Security personnel;
- Or law enforcement authorities.

Speed control shall be enforced through:

- Marshal supervision;
- Physical convoy spacing management;
- Real-time monitoring;
- Direct communication instructions.

Participants acknowledge that:

- Speed limitations are safety-driven;
- Marshal instructions are mandatory;
- Failure to comply with speed directives constitutes breach of this Agreement.

The Organizer reserves the right to remove any vehicle that repeatedly disregards operational speed instructions.

1.4 Government and Regulatory Oversight Acknowledgment

The Participant expressly acknowledges that the Event occurs on public infrastructure and remains subject to regulatory oversight by competent authorities including but not limited to:

- Federal Road Safety Corps (FRSC);
- Nigerian Police Force;
- Lagos State traffic enforcement agencies;

- Local government authorities;
- Emergency response authorities.

The Organizer does not guarantee immunity from regulatory intervention or enforcement action.

Participants agree to immediately comply with lawful instructions issued by authorized government officials during the Event.

If a government authority directs modification, suspension, or termination of the Event, Participants shall comply without resistance. Failure to comply with regulatory instructions constitutes material breach.

The Participant acknowledges that the Organizer shall not be liable for disruption caused by lawful regulatory intervention or circumstances beyond its control.

1.5 Permit Acquisition Responsibility

The Organizer shall undertake reasonable commercial efforts to obtain relevant regulatory approvals required to lawfully conduct the Event under applicable Nigerian law.

The Participant acknowledges that:

- Government permits are procedural and conditional;
- Approval may include restrictions or operational limitations;
- Permits may be modified, suspended, or revoked by competent authorities at any time.

The existence of a permit does not guarantee uninterrupted operation of the Event.

1.6 No Automatic Membership Creation

Participation in the Event does not automatically confer membership in Checkered Car Club.

Participation does not create:

- Equity rights;
- Governance participation rights;
- Ownership interests;
- Franchise rights;
- Long-term contractual affiliation beyond this Event.

Any membership rights, if granted, shall arise only under a separate and independent written agreement.

1.7 Commercial Purpose and Media Acknowledgment

The Participant acknowledges that the Event serves commercial objectives including:

- Brand positioning;
- Sponsor visibility;
- Market establishment;
- Community development;
- Prestige branding.

The Participant consents to the possibility that photographs, video recordings, and media capture may occur for promotional purposes.

Such media materials may be used for marketing, sponsorship promotion, and public communication related to the Event and future editions.

SECTION 2 – PARTICIPANT REPRESENTATIONS, WARRANTIES AND CONTINUING OBLIGATIONS

2.1 Fundamental Representations

The Participant represents and warrants that the following statements are true, accurate, complete, and continuing at the time of registration and throughout the duration of participation:

- The designated driver possesses a valid and unsuspended driver's license recognized under the laws of the Federal Republic of Nigeria;
- The vehicle registered for participation is duly registered with appropriate authorities;
- The vehicle maintains valid and enforceable motor insurance coverage;
- The vehicle is mechanically safe, roadworthy, and fit for public road operation;
- Participation does not violate any financing agreement, lease agreement, insurance restriction, or regulatory prohibition;
- The Participant is not legally prohibited from operating or possessing the vehicle during the Event.

These representations are material inducements relied upon by the Organizer when granting participation approval.

2.2 Continuing Nature of Representations

The Participant acknowledges that the representations made under Section 3.1 are:

- Continuing obligations;
- Reaffirmed automatically upon entry into the Event staging area;

- Reaffirmed at the moment the convoy commences;
- Deemed repeated throughout the duration of participation.

If any representation becomes false or inaccurate at any time, the Participant must immediately notify the Organizer and withdraw from participation.

Failure to disclose material changes constitutes material breach.

2.3 Consequences of Misrepresentation

Where the Organizer determines that a Participant has made a material misrepresentation:

- Participation may be immediately terminated;
- The vehicle may be removed from the convoy;
- Access credentials may be revoked;
- No refund shall be payable where breach is established.

The right to terminate under this clause is discretionary and exercisable without prior warning.

SECTION 3 – VEHICLE STANDARDS, INSPECTION RIGHTS AND TECHNICAL COMPLIANCE

3.1 Mandatory Vehicle Condition

As a mandatory condition for participation, each vehicle must:

- Be structurally intact and mechanically sound;
- Be capable of safe operation under convoy conditions;
- Possess functioning braking systems, steering systems, and lighting systems;
- Comply with applicable vehicle registration requirements under Nigerian law.

The Participant acknowledges that vehicle fitness is a continuing obligation and not a one-time declaration.

3.2 Documentation Requirements

Prior to approval and at any time requested by the Organizer, the Participant shall provide:

- Valid vehicle registration documentation;
- Proof of insurance coverage;
- Valid driver's licence of the operator;
- Proof of recent vehicle servicing where requested;
- Any additional compliance documentation reasonably required by the Organizer.

Failure to provide documentation within a reasonable timeframe may result in suspension or denial of participation.

3.3 Inspection Rights

The Organizer reserves the unrestricted right to conduct:

- Visual inspection of the vehicle;
- Physical verification of mechanical condition;
- Verification of compliance with aesthetic and branding standards;
- Pre-departure safety checks.

If inspection reveals safety concerns or non-compliance, the Organizer may:

- Refuse entry into the convoy;
- Require immediate correction of defects (if feasible);
- Remove the vehicle from participation.

The Organizer's determination regarding vehicle suitability is final.

3.4 Grounds for Vehicle Exclusion

The Organizer may exclude a vehicle where it determines that the vehicle:

- Poses mechanical safety risk;
- Produces excessive noise beyond acceptable operational standards;
- Has unlawful modifications;
- Displays conditions that create reputational harm to the Event;
- Fails to meet safety compliance requirements.

Exclusion under this clause shall not automatically entitle the Participant to a refund unless otherwise determined under the refund policy.

SECTION 4 – PASSENGERS, GUEST CONTROL AND THIRD-PARTY RESPONSIBILITY

4.1 Passenger Capacity Limitation

Passenger occupancy shall not exceed the maximum seating capacity certified by the vehicle manufacturer or permitted under applicable vehicle registration standards.

The Participant is solely responsible for ensuring compliance with passenger limitations.

4.2 Responsibility for Passenger Conduct

The Participant assumes full legal responsibility for the conduct, actions, omissions, and behaviour of all passengers transported within their vehicle during the Event.

This responsibility includes liability for:

- Injury caused by passenger misconduct;
- Property damage caused by passengers;
- Regulatory violations committed by passengers;
- Breach of Event rules attributable to passenger actions.

The Organizer shall bear no liability for passenger-related incidents.

4.3 Removal of Passengers

The Organizer reserves the right to require immediate removal of any passenger who:

- Appears intoxicated;
- Engages in disorderly behaviour;
- Violates safety rules;
- Fails to comply with dress code requirements;
- Creates reputational or security concerns.

Failure to comply with passenger removal instructions constitutes breach of this Agreement.

4.4 Participation Categories

For purposes of the Event, individuals may participate in any of the following categories:

a. Drivers / Vehicle Participants – individuals who register a vehicle and participate in the convoy procession.

b. Passengers – individuals accompanying a registered driver within the registered vehicle during the Event.

c. Guests / Spectators – individuals who register independently to attend designated Event venues, activities, or hospitality components without participating in the convoy procession.

Guests may register independently and are not required to accompany a vehicle participant.

SECTION 5 – PROHIBITED CONDUCT AND ENFORCEMENT MECHANISMS

5.1 Strict Prohibitions

Participants shall not engage in any of the following conduct during the Event:

- Consumption of alcohol prior to or during convoy operation;
- Smoking inside vehicles while the convoy is active;
- Possession or use of illegal substances;
- Reckless driving behaviour;
- Intentional racing or competitive acceleration;
- Burnouts, drifting, or performance demonstrations;
- Unauthorized commercial advertising or marketing activities;
- Display of political messaging or advocacy materials;
- Possession of weapons, explosives, or hazardous materials.

Any violation of these prohibitions constitutes material breach of this Agreement.

5.2 Enforcement Authority of Organizer

The Organizer and appointed Event Marshals retain authority to:

- Issue verbal or written warnings;
- Direct immediate correction of conduct;
- Remove a Participant from the convoy;
- Suspend participation temporarily or permanently;
- Report serious violations to competent authorities where required by law.

Participant compliance with marshal instructions is mandatory and non-negotiable.

5.3 Immediate Removal Without Refund

Where prohibited conduct is established, the Organizer may:

- Immediately terminate participation;
- Remove the vehicle from the convoy;
- Revoke participation credentials;
- Withhold refund in accordance with the refund policy.

Removal under this clause shall not require prior notice where safety or regulatory compliance is at risk.

SECTION 6 – SECURITY RISK ACKNOWLEDGMENT AND LIABILITY ASSUMPTION

6.1 Acknowledgment of Public Environment Risks

The Participant expressly acknowledges that the Event occurs in a public environment and that complete security control over public infrastructure, pedestrians, third-party motorists, and external actors is not possible.

The Participant understands that risks may include but are not limited to:

- Third-party interference;
- Theft or vandalism;
- Unpredictable traffic behaviour;
- Crowd interaction with vehicles;
- Environmental hazards;
- Security-related disturbances.

6.2 Security Coordination by Organizer

The Organizer may coordinate with security agencies and deploy private security personnel for operational support.

However:

- Such coordination does not constitute a guarantee of absolute protection;
- Security deployment reduces risk but does not eliminate it;
- The Organizer does not assume insurer-level responsibility for personal or property safety.

6.3 Voluntary Participation and Risk Acceptance

Participation in the Event is voluntary and undertaken with full knowledge of inherent risks.

By remaining in the Event after acknowledgment of this clause, the Participant expressly accepts and assumes responsibility for risks arising from participation.

The assumption of risk provision operates independently from liability limitation provisions contained elsewhere in this Agreement.

SECTION 7 – FEES, PAYMENT TERMS, AND CHARGEBACK PROTECTION

7.1 Participation Fees and Tier Structure

Participation fees applicable to the Event shall be determined by the Organizer and published on the official Event registration platform located at the Organizer's website.

The applicable fee payable by a Participant shall be the fee displayed on the official registration page at the time the Participant completes registration.

The Organizer reserves the right to create multiple participation tiers which may include, without limitation:

- Driver Participation Packages
- Passenger Participation Packages
- Guest Attendance Packages
- Premium or Hospitality Packages

Each tier may include different privileges, access levels, or benefits as described on the official registration platform.

Payment of the Participation Fee constitutes acceptance of this Agreement and confirmation of intent to participate.

7.2 Payment Finality

All Participation Fees are considered final upon successful processing unless otherwise expressly provided in the Refund Policy section.

The Participant acknowledges that:

- Administrative costs are incurred immediately upon registration;
- Operational planning commences upon payment;
- Fees are not automatically refundable absent contractual entitlement.

7.3 Chargeback and Payment Dispute Protection

The Participant agrees not to initiate unjustified chargebacks or payment reversals where services have been rendered or participation has been confirmed.

Where a fraudulent or unjustified chargeback is initiated, the Organizer reserves the right to:

- Suspend participation privileges;
- Initiate recovery proceedings;
- Claim legal fees and associated recovery costs;
- Pursue enforcement through applicable legal mechanisms.

The Participant acknowledges that payment disputes shall first be resolved through direct communication before escalation to financial institutions.

SECTION 8 – REFUND POLICY, CANCELLATION AND TERMINATION

8.1 Participant Cancellation Refund Structure

Participation Fees are strictly subject to the terms of this Refund Policy, and no oral representations or informal assurances shall override these written provisions.

Due to the extensive logistical planning, venue reservations, hospitality arrangements, security coordination, convoy planning, insurance arrangements, and advance contractual commitments required for the organization of the Event, the Organizer adopts the following cancellation and refund policy.

Participants acknowledge that substantial portions of the Participation Fees are allocated to **non-refundable vendor commitments, venue reservations, operational planning costs, and logistical arrangements** which are incurred well in advance of the Event.

Accordingly, the following policy shall apply:

(a) Early Registration Refund Window- Cancellation within 21 Days of Registration

Where registration occurs earlier than one hundred and eighty (180) days before the scheduled date of the Event, a Participant who cancels within twenty-one (21) days of completing registration shall be eligible for a refund of fifty percent (50%) of the Participation Fee paid.

Administrative processing fees, payment gateway charges, banking charges, and applicable taxes may be deducted where applicable.

(b) Registrations Occurring Within 180 Days of the Event

Where a Participant registers within one hundred and eighty (180) days prior to the scheduled Event date, the Participation Fee shall be strictly non-refundable.

Refund requests must be submitted in writing to the Organizer within the applicable refund window. Refunds, where applicable, shall be processed within 30 days of confirmation of cancellation.

(c) Application of Refund Policy

This refund policy applies equally to:

- Drivers / Vehicle Participants
- Passengers
- Guests
- Any other registered attendee category

(d) Event Cancellation by Organizer

Where the Event is cancelled by the Organizer for operational reasons not attributable to force majeure:

- The Participant shall be entitled to a refund of the Participation Fee paid or a credit for participation in a future Event;
- Refund shall exclude third-party transaction charges and non-recoverable processing costs.

The Organizer shall not be liable for indirect or consequential losses arising from such cancellation.

(e) Event Postponement or Rescheduling

The Organizer reserves the right to postpone, reschedule, relocate, or reasonably modify the Event where necessary due to operational, safety, regulatory, weather-related, or other circumstances beyond the reasonable control of the Organizer.

Where the Event is postponed or rescheduled, all registrations shall remain valid for the new date, and Participants shall not be entitled to a refund solely on the basis of such postponement or rescheduling.

The Organizer shall make reasonable efforts to notify Participants of any such changes as soon as practicable.

Force Majeure

Where the Event is postponed or cancelled due to force majeure, including but not limited to government restrictions, extreme weather conditions, public safety concerns, civil unrest, or other circumstances beyond the Organizer's reasonable control, the Organizer may:

- Reschedule the Event;
- Issue an event credit; or
- Issue a partial refund where commercially feasible.

In such circumstances, the Organizer shall not be liable for any losses, damages, or claims arising from delay, suspension, or cancellation resulting from force majeure events.

(f) Compliance with Consumer Protection Laws

Nothing in this policy shall affect any statutory rights available to participants under applicable consumer protection laws.

8.3 No Compensation for Ancillary Expenses

Participants acknowledge and agree that refunds, where applicable, shall not include reimbursement for:

- Travel expenses;
- Accommodation costs;
- Vehicle preparation expenses;
- Media production expenses;
- Sponsorship commitments;
- Time investment or opportunity costs.

Such expenses are incurred at the sole risk of the Participant.

8.4 Termination for Breach

Where participation is terminated due to breach of this Agreement:

- No refund shall be payable if breach is material;
- Refund, if any, shall be determined at the discretion of the Organizer after assessment of circumstances.

Termination for breach shall not prejudice the Organizer's right to pursue damages or enforcement of indemnity obligations.

SECTION 9 – INDEMNITY AND RISK TRANSFER OBLIGATIONS

9.1 Comprehensive Indemnity

The Participant irrevocably agrees to indemnify, defend, and hold harmless the Organizer, its directors, officers, employees, affiliates, contractors, agents, sponsors, and representatives from and against any and all claims arising out of or connected with:

- Participant driving conduct;
- Passenger actions or omissions;
- Vehicle defects or mechanical failures;
- Breach of this Agreement;
- Violation of traffic laws;
- Injury to third parties;
- Property damage occurring during participation;
- Regulatory penalties attributable to Participant conduct.

The indemnity obligation includes liability for legal fees, court costs, settlement amounts, and enforcement expenses on a full indemnity basis.

9.2 Survival of Indemnity

The indemnity obligations contained herein:

- Survive termination of participation;
- Survive completion of the Event;
- Survive withdrawal or removal from the convoy;
- Remain enforceable against the Participant after the Event concludes.

9.3 No Limitation on Third-Party Claims

Nothing in this Agreement shall restrict the right of third parties to pursue claims directly against the Participant.

The Participant acknowledges that responsibility for personal conduct remains independent from contractual allocation between Participant and Organizer.

SECTION 10 – LIMITATION OF LIABILITY

10.1 General Limitation

To the fullest extent permitted under applicable Nigerian law, the total aggregate liability of the Organizer arising from or connected with this Agreement, the Event, or participation in contract, tort, under statute or otherwise, aggregate damages in excess of one (1) times the fees paid for the event durinh the 12 months preceding the date the Client was aware of or ought to be aware of the relevant claim. This cap is an aggregate cap across all claims per distinct incident.

Participant shall make any claims no later than 12 months from the date the act or omission is alleged to have arisen.

10.2 Exclusion of Indirect and Consequential Damages

Under no circumstances shall the Organizer be liable for:

- Loss of profit;
- Business interruption;
- Loss of revenue;
- Reputational damage;
- Emotional distress claims;
- Punitive damages;
- Special or indirect damages;
- Speculative losses.

This exclusion applies even if the Organizer was advised of the possibility of such damages.

10.3 Vehicle Damage Exclusion

The Organizer shall not be liable for damage to vehicles including but not limited to:

- Collision damage;
- Mechanical failure;
- Engine damage;
- Suspension damage;
- Tyre damage;
- Cosmetic damage.

Vehicle operation remains the sole responsibility of the Participant.

SECTION 11 – MORALITY CLAUSE

11.1 Conduct Affecting Brand Integrity

The Participant agrees not to engage in conduct that materially harms or risks harm to the reputation, credibility, or public perception of Checkered Car Club.

Such conduct includes but is not limited to:

- Criminal behaviour;
- Public scandal involving misconduct during participation;
- Public dissemination of defamatory statements about the Organizer;
- Actions that attract regulatory sanctions impacting the Event brand.

11.2 Termination for Moral Breach

Where the Organizer determines that a Participant's conduct violates this Morality Clause:

- Participation may be terminated immediately;
- Access credentials may be revoked;
- No refund shall be payable where breach is established.

SECTION 12 – ANTI-MONEY LAUNDERING AND SANCTIONS COMPLIANCE

13.1 Source of Funds Representation

The Participant represents that funds used for payment of Participation Fees are derived from legitimate and lawful sources.

The Participant further confirms that participation does not involve proceeds of unlawful activity.

12.2 Sanctions Compliance

The Participant warrants that:

- They are not subject to international sanctions regimes;
- They are not listed on any recognized sanctions or prohibited persons database;
- Participation does not violate applicable anti-money laundering laws.

The Organizer reserves the right to conduct compliance screening where reasonably required.

SECTION 13 – NON-DISPARAGEMENT

13.1 Restriction on Public Negative Statements

The Participant agrees not to publish or disseminate false, misleading, or defamatory statements regarding the Organizer, its sponsors, affiliates, or the Event.

This restriction applies to:

- Social media posts;
- Online reviews;
- Public statements;
- Media interviews.

13.2 Survival of Obligation

The non-disparagement obligation survives termination and completion of the Event.

SECTION 14 – SPONSORSHIP PROTECTION

14.1 Protection of Sponsor Branding

Participants shall not interfere with sponsor branding, displays, or promotional materials during the Event.

Participants shall not remove, obscure, or modify sponsor materials without authorization.

14.2 Prohibition of Competing Branding

Participants shall not introduce unauthorized commercial branding that competes with official Event sponsors during the Event without prior written consent.

Violation constitutes material breach and may result in removal from participation.

SECTION 15 – DATA PROTECTION AND PRIVACY

15.1 Data Collection

The Participant acknowledges that the Organizer may collect personal data including but not limited to:

- Full name;
- Contact information;
- Driver’s licence details;
- Vehicle registration information;
- Insurance documentation;
- Photographs and video recordings captured during the Event.

Such data is collected for operational, regulatory, security, marketing, and compliance purposes.

15.2 Data Processing and Storage

The Participant consents to the processing, storage, and retention of collected data in accordance with applicable Nigerian data protection laws.

Data may be:

- Stored electronically or physically;
- Processed within Nigeria or transferred outside Nigeria where necessary;
- Shared with regulatory authorities if required by law.

The Organizer shall implement reasonable safeguards to protect collected data from unauthorized access.

SECTION 16 – INTELLECTUAL PROPERTY RIGHTS

16.1 Ownership of Branding

All intellectual property relating to:

- The Event name;
- The Checkered Car Club brand;
- Logos;
- Promotional materials;
- Marketing content;

remains the exclusive property of the Organizer.

16.2 Media Rights

The Participant grants the Organizer a perpetual, royalty-free, worldwide license to use photographs, video recordings, and media captured during the Event for:

- Marketing purposes;
- Sponsorship promotion;
- Commercial advertising;
- Archival documentation;
- Future Event promotion.

This license survives termination.

SECTION 17 – FORCE MAJEURE

17.1 Definition

Force Majeure includes events beyond the reasonable control of the Organizer such as:

- Government restrictions;
- Civil unrest;
- Natural disasters;
- Security emergencies;
- Severe weather conditions;
- Road closure orders;
- Regulatory intervention

17.2 Effect of Force Majeure

If Force Majeure prevents or disrupts the Event:

- The Organizer shall not be liable for resulting delays or cancellation;
- Refunds shall be governed by the Refund Policy section;
- Neither Party shall claim damages for non-performance caused by Force Majeure.

SECTION 18 – RIGHT TO REVOKE PARTICIPATION

18.1 Organizer Revocation Rights

The Organizer reserves the right to revoke participation where:

- Safety concerns arise;
- The Participant breaches this Agreement;
- Regulatory authorities instruct removal;
- Misrepresentation is discovered;
- Conduct threatens brand integrity.

18.2 Effect of Revocation

Revocation may result in:

- Immediate removal from convoy;
- Deactivation of participation credentials;
- Denial of access to Event areas;
- Forfeiture of refund where breach is material.

SECTION 19 – ENTIRE AGREEMENT, SEVERABILITY AND SURVIVAL

19.1 Entire Agreement

This Agreement constitutes the full and complete understanding between the Parties and supersedes any prior discussions, representations, or agreements relating to participation.

19.2 Severability

If any provision of this Agreement is declared invalid or unenforceable by a competent authority, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

19.3 Survival

Provisions relating to:

- Indemnity;
- Liability limitation;
- Intellectual property;
- Data protection;
- Non-disparagement;
- Arbitration;

shall survive termination or completion of the Event.

SECTION 20 –DISPUTE RESOLUTION

The Parties shall endeavor to resolve any dispute arising out of or connected with the Interpretation, or any allegation or actual breach of this Agreement by exhausting Alternative Dispute Resolution mechanisms agreed to by the parties, before approaching the Court.

Where parties have exhausted Alternative Dispute Resolution Mechanisms and have been unable to resolve disputes, parties shall approach the courts of the Federal Republic of Nigeria, who have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SECTION 21 – GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.

Any interpretation shall be made in alignment with applicable Nigerian statutory and common law principles.

SECTION 22 – NOTICES

22.1 Method of Notice

Any notice required under this Agreement shall be deemed valid if delivered:

- In writing via email;
- Through registered mail;
- Or through official communication channels designated by the Organizer.

22.2 Effective Date of Notice

Notice shall be deemed received:

- Upon confirmed email delivery receipt;
- Upon physical delivery acknowledgment;
- Or upon proof of dispatch where applicable.

SECTION 23 – ASSIGNMENT

The Participant shall not assign or transfer rights or obligations under this Agreement without prior written consent of the Organizer.

The Organizer may assign its rights and obligations to:

- An affiliate;
- A successor entity;
- Or a purchaser of the Event business.

SECTION 24 – AMENDMENTS

The Organizer reserves the right to amend this Agreement where necessary to:

- Reflect regulatory changes;
- Improve safety standards;
- Adjust operational requirements;
- Address unforeseen risks.

Any amendment shall be communicated to Participants in writing and shall take effect upon publication or notification.

SECTION 25 – WAIVER

Failure or delay in enforcing any provision of this Agreement shall not constitute waiver of that provision.

No waiver of a breach shall operate as waiver of any subsequent breach.

SECTION 26 – COUNTERPARTS AND ELECTRONIC EXECUTION

This Agreement may be executed electronically or in counterparts.

Electronic acceptance through digital registration shall constitute valid and binding execution.

SECTION 27 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of:

- The Parties;
- Their successors;
- Permitted assigns;
- Legal representatives.

SECTION 28 – HEADINGS

Headings contained in this Agreement are for convenience only and shall not affect interpretation of substantive provisions.

SECTION 29 – FINAL ACKNOWLEDGMENT

The Participant acknowledges that:

- They have read the Terms in full;
- They understand its legal consequences;
- They voluntarily agree to be bound;
- They had opportunity to seek independent legal advice prior to acceptance.

SECTION 30 – ELECTRONIC EXECUTION & ONLINE ACCEPTANCE

30.1 Digital Acceptance Mechanism

This Agreement is intended to be accepted electronically through the Event registration platform.

Acceptance shall occur when the Participant:

- Clicks an "I Agree" checkbox; and
- Completes payment of the Participation Fee; and/or
- Submits the online registration form.

30.2 Binding Declaration

By clicking "I HAVE READ AND AGREE TO THE MASTER FORTRESS PARTICIPATION AGREEMENT," the Participant:

- Confirms full review of all provisions;
- Acknowledges understanding of rights and obligations;
- Voluntarily agrees to be legally bound;
- Confirms authority to bind themselves or their represented entity.

ANNEXURES

ANNEXURE A – DETAILED CONVOY PROTOCOL AND OPERATIONAL CONTROL FRAMEWORK

A1. Pre-Event Staging Procedures

Prior to commencement of the convoy, Participants shall:

- Arrive at the designated staging location within the prescribed time window;
- Submit to documentation verification;
- Undergo vehicle inspection;
- Receive convoy placement assignment from Marshals.

Vehicles failing inspection shall not proceed to convoy formation.

A2. Convoy Formation and Marshal Authority

The convoy shall operate under direct supervision of appointed Event Marshals who retain authority to:

- Assign vehicle order and spacing;
- Direct lane positioning;
- Control departure timing;
- Instruct speed adjustments;
- Issue operational directives during movement.

Marshal instructions are binding and must be followed immediately.

A3. Route Management

The Organizer shall define and communicate:

- The approved route map;
- Designated checkpoints;
- Controlled media capture zones;
- Temporary stop locations (if any).

Deviation from the approved route without authorization constitutes breach of this Agreement.

A4. Emergency and Breakdown Protocol

In the event of mechanical failure or accident:

- The affected vehicle shall signal immediately;
- The convoy shall adjust spacing to maintain safety;
- Emergency services may be contacted if required;
- The vehicle may be relocated to a safe zone.

The Organizer is not responsible for mechanical recovery costs unless expressly agreed otherwise.

A5. Return-to-Base Procedure

Upon completion of the route:

- Vehicles shall return to the designated base location;
- Final ceremonial activities may occur;
- Participants shall exit the convoy in an orderly manner under marshal supervision.

ANNEXURE B – INSURANCE MINIMUM COVERAGE REQUIREMENTS

B1. Minimum Required Policy Elements

Each participating vehicle must maintain insurance coverage including:

- Third-party bodily injury liability;
- Third-party property damage liability;
- Valid coverage on Event date;
- Coverage applicable to public road operation.

B2. Proof and Verification

Participants must submit proof of insurance including:

- Insurance certificate;
- Proof of premium payment;
- Policy number and issuing company details.

The Organizer reserves the right to verify policy authenticity directly with the insurer.

B3. Consequence of Invalid Insurance

If insurance coverage is found to be invalid or expired:

- Participation shall be revoked;
- Vehicle shall not be permitted into the convoy;
- No refund shall be payable where breach is established.

ANNEXURE C – GOVERNMENT PERMIT AND REGULATORY COMPLIANCE FRAMEWORK

C1. Permit Acquisition

The Organizer shall pursue necessary regulatory approvals required to conduct the Event lawfully.

C2. Participant Cooperation

Participants agree to cooperate with:

- Permit documentation requirements;
- Security screening procedures;
- Identity verification where required;
- Compliance with permit conditions.

C3. Regulatory Suspension

If authorities suspend or modify the Event:

- Participants shall comply immediately;
- The Organizer shall implement regulatory directives;
- Refunds shall be governed by the Refund Policy section.

END OF AGREEMENT